



REQUEST FOR QUALIFICATIONS/ REQUEST FOR PRICING

Legal Services

Issue Date: January 5, 2010

Deadline for receipt of bids: Friday, February 5, 2010, 1:30 PM EST

Public Opening: Friday, February 5, 2010, 1:30 PM EST

I. PROCEDURES

A. SUBMISSION AND RECEIPT OF PROPOSAL

In order for a proposal to receive consideration, it must be received prior to the deadline above. No proposals will be accepted after the time specified as the deadline for proposals. The City reserves the right to postpone the proposal opening for its own convenience. Firms who wish to submit proposals must provide the information outlined in the enclosed Legal Services Qualifications and Pricing Appendixes (A & B) by February 5, 2010. Five (5) copies of the response that includes Appendix A only, not Appendix B, must be provided in a sealed envelope clearly marked "**LEGAL SERVICES REQUEST FOR QUALIFICATIONS**" by 1:30 p.m. on February 5, 2010 at which time the submittals will be publicly opened. Five (5) copies of the same response that includes Appendix B must also be provided in a separate sealed envelope clearly marked "**LEGAL SERVICES REQUEST FOR PRICING**" by 1:30 p.m. on February 5, 2010. "Appendix B" proposals from firms that have met the Minimum Qualifications will be opened publicly on a date yet to be determined. Proposals shall be mailed or delivered to the City of Cadillac, Attn: Marcus Peccia, City Manager, 200 N. Lake Street, Cadillac, MI 49601. Proposals are considered received when in the possession of the City Manager's office. It is the proposer's responsibility to ensure that proposals are received in the proper location.

B. OFFICIAL DOCUMENTS

The City of Cadillac, Michigan officially distributes proposal documents from the Financial Services Department through the Michigan Intergovernmental Trade Network (MITN). Official documents can be obtained on-line at www.mitn.info. Copies of all official documents will also be available at the Cadillac Municipal Complex, 200 N. Lake Street, Cadillac, MI 49601. The City of Cadillac cannot guarantee the accuracy and is not responsible for any errors contained in any information received from alternate sources.

C. INTERPRETATION OF PROPOSAL AND/OR CONTRACT DOCUMENTS

Any interpretation to a proposer regarding the Proposal or any part thereof is valid only if given by the City Manager. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) depending on the nature of the inquiry. Interpretations that could affect other proposers will be in writing and issued by the City Manager. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before proposals are opened. Inquires received that are not made in a timely fashion may or may not be considered. Any inquiries related to bid or product specifications should be sent to the City Manager, 200 N. Lake Street, Cadillac, MI 49601 or made by phone at (231) 775-0181.

D. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this proposal will be posted on the MITN website and will also be on file in the City Clerk's Office. It shall be the proposer's responsibility to make inquiry as to the changes

or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda.

E. ALTERNATES

Proposers are cautioned that any alternate proposal, unless requested by the City, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this proposal, may be considered non-responsive, and at the opinion of the City, may result in rejection of the proposal.

F. AWARD

The contract will be awarded to that responsible, responsive firm whose proposal, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. **The City reserves the right to accept or reject any or all proposals, in part or whole and to waive informalities and minor irregularities in bids received.** Unless otherwise specified in the document the City reserves the right to accept any item in the proposal on an individual basis. Proposers may submit proposals on any item or groups of items provided unit prices are clearly shown and a notation is made on the document clearly indicating Proposer's intent.

G. WITHDRAWAL

Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.

H. DEFAULT

No bid or proposal shall be accepted from any party (contractor) who is in default on the payment of taxes, licenses or other monies due the City.

I. TO COMPLY

For failure to deliver or perform in accord with the accepted proposal, the City may consider the contractor in default and take steps to protect the City's interest. The City may, without impairing its other rights and benefits, purchase all or part of the contract goods or services on the open market and charge any additional costs to the contractor or his surety.

J. NON-COLLUSION CLAUSE

By signing and submitting this proposal, proposer states that his proposal is genuine and not collusive or sham; such proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said proposal price.

K. NON-DISCRIMINATION CLAUSE

By signing and submitting this proposal for consideration of an award by the City of Cadillac, the contractor and any subcontractor covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

II. SPECIFICATIONS

Overview

The City of Cadillac is requesting proposals from law firms to provide legal services as the City Attorney. The City Attorney will be appointed by the City Council, and will serve as an advisor to City Council and to Department Heads of the City in relation to their respective duties. See information under ‘**Legal Services Scope of Services**’ for a listing of expected services. The proposal must include general counsel service and prosecution services for City Misdemeanors.

The City has had a contract relationship with local lawyers for the last several decades. They have provided both general counsel and City prosecution services. Outside specialized attorneys have been used for labor issues, bond and finance issues, bankruptcy, tax tribunal appeals and some civil lawsuits.

The City Council intends to enter into a contract with a law firm effective April 1, 2010. The City Attorney or his representative shall attend City Council meetings. The specific attorney attending City Council meetings shall be approved by the City Manager.

The City will not be responsible for any costs incurred by any firm to respond to this request. Firms who wish to submit proposals must provide the information outlined in the enclosed Legal Services Qualifications and Pricing Appendixes (A & B) by February 5, 2010. Five (5) copies of the response that includes Appendix A, **not Appendix B**, must be provided in a sealed envelope clearly marked “**LEGAL SERVICES REQUEST FOR QUALIFICATIONS**” by 1:30 p.m. on February 5, 2010 at which time the submittals will be publicly opened. Five (5) copies of the same response that includes Appendix B must also be provided in a separate sealed envelope clearly marked “**LEGAL SERVICES REQUEST FOR PRICING**” by 1:30 p.m. on February 5, 2010. “Appendix B” proposals from firms that have met the Minimum Qualifications will be opened publicly on a date yet to be determined. Late proposals will not be accepted. Proposals should be submitted to:

Marcus A. Peccia, City Manager
City of Cadillac
200 N. Lake Street
Cadillac, Michigan 49601

The tentative timeline is:

<u>Task</u>	<u>Target Date</u>
RFQ's posted	January 5, 2010
RFQ's due	February 5, 2010
Interviews, if necessary (week of)	February 8, 2010
Negotiations/clarification on contract terms (week of)	February 15, 2010
Recommendations to City Council	March 1, 2010
Contract begins	April 1, 2010

The City may conduct inquiries and request additional information from firms as the City deems necessary to assist in the evaluation of any proposal. The City Manager will make a recommendation to the City Council for a contract with the selected firm. The City expects an initial contract for a term beginning April 1, 2010 and ending March 31, 2015.

The City reserves the right to select the firm with legal services that best meets the needs for the City in the sole judgment of the City and selection will be based on experience, qualifications and/or economic benefit to the City. This selection will most likely not be based solely on cost.

All questions must be in writing and should be directed to:

Marcus Peccia
City Manager
200 N. Lake Street
Cadillac, MI 49601
Email: citymanager@cadillac-mi.net

Inquiries related to RFQ/RFP are due to the City Manager by 12:00 PM on January 20, 2010. Answers to questions received will be posted as a supplement to the original RFQ/RFP statement for all prospective respondents.

Minimum Qualifications

The primary attorney assigned to work on City legal matters shall, at a minimum, possess the following:

1. A juris doctorate degree from an American Bar Association accredited college or university.
2. A valid license to practice law in the State of Michigan.
3. A minimum of five (5) years experience in municipal law and municipal legal issues.
4. A minimum BV rating from Martindale-Hubbell; AV rating is preferred.

Information about the City

The City operates under a Council-Manager form of government; has a 2000 census population of 10,000; is located on lakes Cadillac and Mitchell; is 8.6 square miles, and provides a full range of municipal services. The General Fund budget is nearly \$7.6 million and the budget across all funds is \$17.6 million.

The City has approximately 80 full time employees (both union and non-union), sixteen (16) part-time fire fighters and numerous part-time/seasonal/temporary employees. Employees covered under collective bargaining agreements are represented by four (4) unions and comprise 65% of the workforce.

Legal Services Scope of Services

The firm shall provide all administrative services and support necessary to manage the workload in order to complete all assignments. This includes office facilities, support staff, legal research options, supplies and equipment. The City anticipates the proposals will identify a primary City Attorney who completes the general counsel matters and maintains the centralized responsibility for coordinating other attorneys and support staff.

The scope of services may include the following:

General Counsel

1. Draft and/or review all ordinances, agreements and contracts.
2. Participate in non-labor negotiations when requested.
3. Draft and/or review charter amendments.
4. Assist the City in the sale or purchase of real estate.
5. Prepare deeds and other contracts for sale and purchase of property.
6. Prepare formal opinions on the legal ramifications and implications of matters before the City Council, as requested by the City Manager, Department Heads, or the City Council.

7. Provide legal advice on actions taken or contemplated.
8. Recommend legislation to the City Council when appropriate or requested.
9. Attend City Council meetings (at least twice per month and special meetings as requested by the City Manager, Department Heads, or the City Council).
10. Prepare various legal documents required by the City.
11. Represent the City in administrative proceedings before State agencies (but not to include proceedings before the tax tribunal or the appellate courts).
12. Advise appropriate officials on policy affecting the enforcement of all City ordinances. Consult with City Manager and/or Department Heads and various boards and City Council on proposed or revised City policies or ordinances.
13. Review and approve or reject complaints on various issues by appropriate City employees alleging ordinance violations.
14. Meet on a bi-monthly basis (minimum) or as-needed with the City Manager to review items referred to the City Attorney's office.
15. Provide monthly time records to the Director of Finance for work performed under the flat rate agreement, and monthly reports to the City Manager on pending litigation. If items are handled outside the Contract on a flat rate or hourly rate, appropriate records will be kept and provided to the City Manager and Director of Finance on a monthly basis.

Prosecution Services

1. Represent the City as Prosecutor in the 84th Judicial District Court for ordinance violations, municipal civil infractions, violations of the Uniform Traffic Code, and violations of the Michigan Motor Vehicle code.
2. Represent the City as Prosecutor in all appeals of convictions at the local level only.
3. Recommend and possibly draft ordinance amendments based on cases prosecuted.
4. As requested by the City Manager, provide time records for work performed and statistics on the cases opened and pending.

Civil Cases

The City Attorney will not be required to handle civil litigation by or against the City of Cadillac as part of this agreement for legal services. All civil litigation outside the City Prosecution will be handled at an hourly rate as they exist from time to time. There will be a separate agreement for each civil litigation matter and the rate specified for that matter will be the same rate for the duration of that individual litigation matter.

Other Specialty Services

Tax tribunal, labor, bankruptcy, and/or bond counsel services, and litigation will be handled outside the normal City Attorney Contract but may be considered during the RFQ process.

Estimated Workload

The City does not guarantee a set workload and/or billable hours.

Appendix A

Legal Services Request for Qualifications

1. Firm name
 - a. Areas of specialty.
 - b. Years in business.
2. Offices
 - a. Office location where the majority of the work will be performed.
 - b. Name and address of parent firm (if applicable).
3. Personnel
 - a. Principal contact (name, phone number, email) of the firm. (Answers to questions received from prospective respondents to this RFQ will be emailed to the address provided.)
 - b. Proposed personnel for legal services to be provided for each discipline. Please provide the specific name of the individual who will handle each discipline (general and prosecution) and attach a current resume.
 - c. Other key personnel names who will be used for City business.
 - d. Total number of licensed attorneys at office listed in 2a. above.
 - e. Total number of all staff at office listed in 2a. above.
4. Does firm have adequate staff to handle another municipal client or will staff need to be hired?
5. Experience - provide a short narrative (no more than five (5) pages) detailing experience in municipal law including areas of expertise. Be sure to include any information on items identified as specialty services in Appendix A as well.
6. List specific reasons (no more than two (2) pages) why your firm should be considered by the City of Cadillac for legal representation.
7. Provide three (3) or more municipal references from prior or current clients, including contact name and telephone number.
8. Disclose any clients or interests that may reasonably be foreseen to constitute a conflict of interest when representing the City (such as other local governments, developers, bidders, etc.).
9. Describe how your firm will handle the day to day activities (police work, court appearances, and attendance at meetings) of this contract. This is particularly important if you do not have a local Cadillac office.
10. Provide evidence of a comprehensive liability and workers compensation insurance policy for all staff assigned to work for the City.
11. Note any exceptions or deviations to the required scope of services outlined in Appendix A.
12. During the past five (5) years, has the firm had any Bar Association complaints filed against it? If so, please explain.

13. Has the firm been in bankruptcy, reorganization or receivership in the last five (5) years?
14. Has the firm been terminated by any municipal client in the last five (5) years? If so, please explain.
15. Define the standard time frames for response by the City Attorney to inquiries from the City Council, City Manager or Department Head.
16. Describe how your firm would familiarize yourself with the current issues facing the City of Cadillac.
17. Pricing - note the City prefers a combination of monthly retainer and per hour charges (to the tenth of an hour), but will consider all pricing structures submitted. ***Note: Pricing proposals must be submitted on form provided in Appendix C, "Legal Services Request for Pricing."***

Appendix B**Legal Services Request for Pricing**

Pricing Component	Amount
A. Monthly General Counsel Retainer	\$ _____
B. Monthly Prosecution Retainer	\$ _____
C. Hourly Rate (For Filed Civil Cases)	\$ _____
D. Hourly Rate (For other specialty services provided by your firm)	\$ _____
E. Listing of all other expenses to be charged outside of the above fees:	\$ _____
1.	\$ _____
2.	\$ _____
3.	\$ _____
4.	\$ _____
5.	\$ _____